

FEDERAL PROJECT

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

[illegible][illegible]

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____

State of Maine
VENDOR FORM
For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor <input type="text"/>	Address Change <input type="text"/>	Multi Address <input type="text"/>	Name Change <input type="text"/>	Contact Update <input type="text"/>	ID # Change <input type="text"/>
------------------------------------	--	---------------------------------------	-------------------------------------	--	-------------------------------------

Social Security Number*
Individual or Sole Proprietor

OR

Federal Taxpayer ID Number*
Corporation

S

Business name in "DBA" field below.

Please fill in ONE.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*

DBA or C/O

Address*

Tel #*

OLD:

Old number:

Name

DBA or C/O

Address

Tel #

	Is this the same name on your Social Security card?
	If not, have you told Social Security about your name change?

Acct #	<input style="width: 800px;" type="text"/>
Provider #	<input style="width: 800px;" type="text"/>

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:	<input style="width: 60px;" type="text"/>
Jobber:	<input style="width: 60px;" type="text"/>
Individual:	<input style="width: 60px;" type="text"/>
Minority:	<input style="width: 60px;" type="text"/>

Manufacturer:	<input style="width: 60px;" type="text"/>
Retailer:	<input style="width: 60px;" type="text"/>
Partnership:	<input style="width: 60px;" type="text"/>
Small Business:	<input style="width: 60px;" type="text"/>

Factory Rep:	<input style="width: 60px;" type="text"/>
Commodity:	<input style="width: 60px;" type="text"/>
Incorporated:	<input style="width: 60px;" type="text"/>
In-State:	<input style="width: 60px;" type="text"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Instructi ons</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact N	Contact person at business

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicator s	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for building High Street Bridge in the town/ of Bath" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on August 11 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Bridge Projects. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice,, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. BR-10121(100)X , PIN 10121.00

Location: In Sagadahoc County, project is located on High Street at the High Street over The MDOT Rail road 0.30 mile northerly of Congress Street.

Outline of Work: 1370 M3 earth and approach work, 205 MG hot mix asphalt, 237 M3 structural concrete, 30 M3 prestressed concrete slab and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Devin Anderson** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in Division 5 Rockland. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$26.00 (\$30.50 by mail). Half size plans \$13.00 (\$16.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
July 21, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 010121.00

PROJECTS

BR-10121 (100) X

COUNTY : SAGADAHOC

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 BRIDGE ITEMS

0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0020	203.20 COMMON EXCAVATION	480.000				
		M3				
0030	203.24 COMMON BORROW	10.000				
		M3				
0040	203.25 GRANULAR BORROW	230.000				
		M3				
0050	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	140.000				
		M3				
0060	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	33.000				
		M3				
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	480.000				
		M3				
0080	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTAL)	43.000				
		MG				
0090	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	91.000				
		MG				
0100	403.213 HOT MIX ASPHALT 12.5 MM, BASE	71.000				
		MG				

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 2

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0110	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	210.000 M3				
0120	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0130	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0140	502.56 CONCRETE FILL	20.000 M3				
0150	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	11200.000 KG				
0160	503.13 REINFORCING STEEL, PLACING	11200.000 KG				
0170	503.16 WELDED STEEL WIRE FABRIC, COMPLETE IN PLACE	100.000 KG				
0180	504.905 ROCK ANCHORS	LUMP	LUMP			
0190	507.0831 STEEL BRIDGE RAILING, 4 BAR	LUMP	LUMP			
0200	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0210	510.11 SPECIAL DETOUR, PEDESTRIAN TRAFFIC ONLY	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 3

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0220	512.081 FRENCH DRAINS	LUMP	LUMP	
0230	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA		
0240	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP	
0250	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP	LUMP	
0260	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA		
0270	535.60 PRESTRESSED STRUCTURAL CONCRETE SLAB	LUMP	LUMP	
0280	604.092 CATCH BASIN TYPE B1-C	2.000 EA		
0290	605.09 150 MM UNDERDRAIN TYPE B	10.000 M		
0300	606.1721 BRIDGE TRANSITION - TYPE 1	3.000 EA		
0310	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	3.000 EA		
0320	606.35 GUARDRAIL DELINEATOR POST	5.000 EA		

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 4

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0330	606.55 GUARDRAIL TYPE 3 - SINGLE RAIL	8.000 M				
0340	606.60 GUARDRAIL TYPE 3 - OVER 4.5 METER RADIUS	23.000 M				
0350	609.31 CURB TYPE 3	65.000 M				
0360	610.18 STONE DITCH PROTECTION	10.000 M3				
0370	613.329 EXTENDED USE EROSION CONTROL BLANKETS	20.000 M2				
0380	615.07 LOAM	10.000 M3				
0390	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	1.000 UN				
0400	618.15 TEMPORARY SEEDING	1.000 KG				
0410	619.1201 MULCH - PLAN QUANTITY	1.000 UN				
0420	621.395 DWARF EVERGREENS (450 MM - 600 MM) GROUP A Juniperus c.Sargentii (Sargent's Juniper)	25.000 EA				

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 5

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0430	621.531 DECIDUOUS SHRUBS (300 MM - 450 MM CALIBER) GROUP A Potentilla cv. 'Buttercup' ('Buttercup')	48.000 EA		
0440	621.546 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP A Forthysia Meadowlark (Meadowlark Forsyth)	25.000 EA		
0450	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	225.000 M		
0460	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR		
0470	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR		
0480	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	10.000 HR		
0490	631.36 FOREPERSON	10.000 HR		
0500	637.071 DUST CONTROL	LUMP	LUMP	
0510	639.19 FIELD OFFICE TYPE B	1.000 EA		
0520	652.38 FLAGGER	100.000 HR		

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 6

SCHEDULE OF ITEMS

DATE: 040713

REVISED:

CONTRACT ID: 010121.00

PROJECT(S): BR-10121(100)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0530	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0540	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0550	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10121.00**, for the **High Street over MDOT Railroad** in the town of **Bath**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

Pin 10121.00 Bath, High Street Bridge over MDOT Rail Road,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10121.00**, for the **High Street over MDOT Railroad** in the town of **Bath**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

Pin 10121.00 Bath, High Street Bridge over MDOT Rail Road,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Date

(Witness Sign Here)
Witness

CONTRACTOR

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 ..

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88

Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

□

Project No. **BR-1012(100)X**

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **Town of Bath** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction beginning Sta. 2+065 to Sta. 2+110 of the construction centerline, plus approaches.
- (b) (High Street) from Sta. 2+065 to sta. 2+110 of the construction centerline, plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

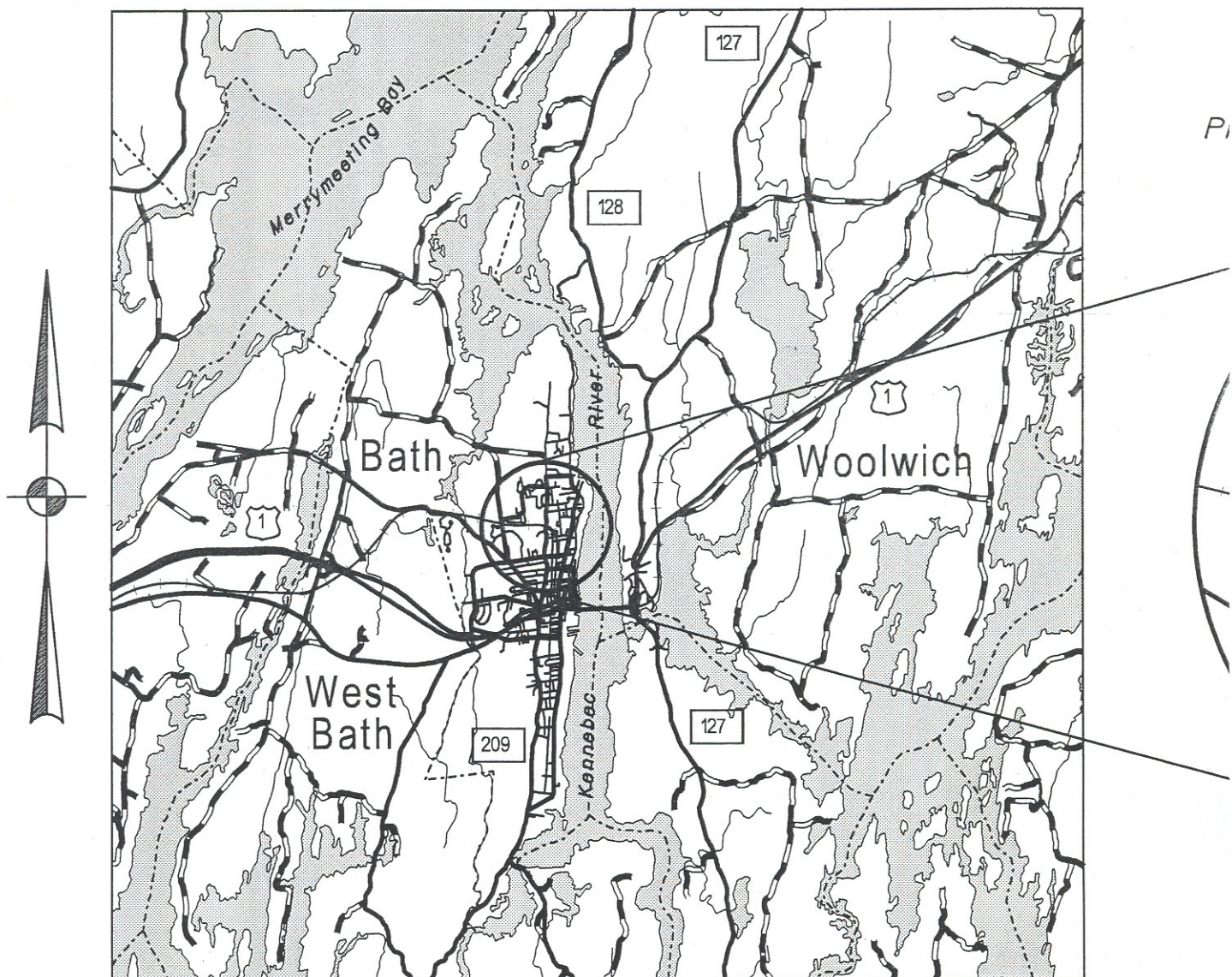
A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Town of Bath** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

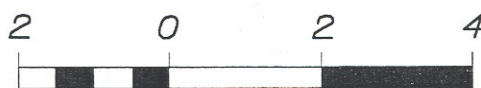
In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

PROJECT NO. BR-1012(100)X
PROJECT LENGTH 0.045 km
BRIDGE REPLACEMENT
Bridge No. 0996



LOCATION MAP



SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract;
or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [$\frac{1}{2}$ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Bath
High Street Bridge
BR 1012(100) X
June 10th, 2004

SPECIAL PROVISION
SECTION 102.3

EXAMINATION OF GEOTECHNICAL INFORMATION

Add the following paragraphs to this subsection:

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

The Department shall not be responsible for Bidders' and Contractors' interpretations of, or estimates or conclusions drawn from, the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

Bath
High Street Bridge
BR 1012(100) X
March 31st, 2004

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS & RESPONSIBILITIES
(Bridge Closure Notification)

Section 104, General Rights and Responsibilities, of the Standard Specifications is amended as follows:

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification: Paragraphs 4 and 5 are revised to read as follows:

The Contractor shall notify the following public officials, agencies and organizations approximately thirty days prior to, and then again both ten days before, and the day before the date of the beginning of the closure. The thirty day notice should provide an approximate date and length of closure whereas the ten and one day notices should provide the exact date and the anticipated length of the closure. When the bridge is reopened to traffic, the following list will again be notified. The Contractor shall provide the Department with documentation that the listed public officials, agencies and organizations received the notification at least 10 days prior to the closure/restriction or with proof that the notification was mailed 15 days prior to the closure/restriction.

Town Officials (Manager or First Selectperson)
County Sheriff's Department
Fire Department
Police Department
State Police
Rescue Service
School Department
Post Office
Chamber of Commerce
Any Large Employers
 Dike Newel School
 M. W. Sewall Oil Tank
Department of Motor Vehicle- Commercial Vehicle Center (207-626-8630)
MDOT Maintenance Division Office

All newspaper notices, radio announcements and any notifications will be subject to the approval of the Engineer and all costs will be considered incidental to the Contract.

Town: Bath
Project: BR-1012(100)X, PIN: 010121.00
Date: June 18, 2004

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction, unless otherwise provided.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X		
Verizon	X		
Susquehanna Communications	X		
Bath Water District		X	
Bath Public Works Department		X	
Maine Eastern Railroad			X

Temporary utility adjustments are **not** anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The contractors shall have no claim against the Department if they are exceeded.

Town: Bath
Project: BR-1012(100)X, PIN: 010121.00
Date: June 18, 2004

Utility working days are based on Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

AERIAL

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power Company	X		X	X	12
Verizon			X		12
Susquehanna Communications			X		10
Total:					34

Utility Specific Issues:

Central Maine Power Co. (CMP)

CMP requires that a contractor, qualified to work within ten feet of Central Maine Power Co. conductors, must be used for any tree removal or tree trimming within ten feet of their conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of CMP conductors may be obtained from Dennis Chadbourne and he may be reached at 828-2860 (pager 750-3802).

CMP plans to install three new poles with conductors. They estimate 10 working days to set the poles and install new conductors. They estimate 2 working days to remove the old poles after Susquehanna Communications and Verizon have installed their facilities on the new poles.

The CMP contact for this project is Clint Smith and he can be reached at 623-3521x 2887 (pager 759-9938).

Susquehanna Communications

Susquehanna will transfer their existing cables to the new poles after CMP has completed installing their conductors. This work is estimated to take 10 working days to complete. The Susquehanna contact for this project is Jay Maillot and he can be reached at 729-2623 x 507.

Verizon

Verizon will transfer the existing cables to the new poles after Susquehanna Communications has completed transferring their cables. This work is estimated to take 12 working days to complete. The Verizon contact person is Andrea Hanson and she can be reached at 442-8018.

Town: Bath
Project: BR-1012(100)X, PIN: 010121.00
Date: June 18, 2004

Any aerial utilities crossing the highway shall be located no less than 20' above the finish surface of the highway.

AERIAL

Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
171	2+067.7		X	4.1m	2+062.7		X	7.0m	Install Alley Arm to maintain clearance from house and remove the existing pole.
172	2+096.4		X	5.0m	2+096.4		X	0	Remove
173	2+124.3		X	5.0m	2+124.3		X	6.0m	Set new pole behind existing pole and remove the existing pole.
173.1					2+103.7	X		7.4m	Set Point pole to feed service and remove existing pole.

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Bath Water District	Water Gate Valve adjustment	1
Bath Public Works Department(Sewer)	Sewer Manhole adjustment	1
Total:		2

Bath Water District

The Bath Water District has a water gate valve and water main within the limits of this project. The water gate valve will be adjusted to finished grade by the water district and requires two working days notice from the contractor before any adjustments are to be made. The water district contact person is Trevor Hunt at 207-443-2391.

Bath Public Works Department (Sewer)

The Bath Public Works Department has a sewer manhole within the limits of this project. The Department will adjust the sewer manhole to grade and requests two working days notice from the contractor before any adjustments have to be made. The public works contact person is Peter Owen at 207-443-8357.

Town: Bath
Project: BR-1012(100)X, PIN: 010121.00
Date: June 18, 2004

Railroad

Maine Eastern Railroad has facilities within the limits of this project. Jon Shute is the Railroad representative and requires the contractor or MDOT's Construction Manager contact him daily on the project's progress and tell him whether or not the track is obstructed or compromised by the construction. It is the policy of Maine Eastern Railroad that a railroad flagger must be present any time there are people or equipment working directly over the tracks or on the railroad property.

Jon said the cost for a flagger is \$300.00 per day. Jon will work with the contractor to keep that price within reason. There is a railroad dispatcher on duty week days from 7AM to 3PM and that phone number is 207-596-6705. The railroad requests the contractor notify them three working days prior to removing the existing bridge deck and installing the new deck. This will allow enough time for the railroad to have a flagger at the construction site. Please contact Jon Shute at 207-838-5739 or Richard Merrill at 207-596-6705.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00 P.M. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

MAINTAINING UTILITY LOCATION MARKINGS

The contractor will be responsible for maintaining the buried utility markings following the initial locating by the appropriate utility or their designated representative.

Town: Bath
Project: BR-1012(100)X, PIN: 010121.00
Date: June 18, 2004

DIG SAFE

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A Maine "Dig Safe" System. Phone 1-888-344-7233.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL SPECIFICATION

PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES

INSTRUCTIONS: These instructions are not a part of the Special Specifications.

The Special Specification for the Protection of Railroad Traffic and Structures is, by Department policy, to be made a part of the highway contract documents for any project where work is to be done by the Contractor on or adjacent to the right of way of a railroad.

The Railroad is to complete the shaded areas on the form, the Department is to complete all other information. Where the information requested does not adequately describe the situation, that portion of the specification is to be revised as necessary. The limits of work to be established by the Department under “Inspection” will be no nearer the track than the limits specified by the Railroad.

This PRTS form was revised in December 2000. The modifications were primarily minor format changes, however, there was one clarification of content: wherever the word “days” was previously used, the term “calendar days” is now used. There were no other changes to the content of the document.

Town: Bath, High St.
Project/PIN: BR-1012(100)X, 10121.00
4/6/04

SPECIAL PROVISION PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES

1. GENERAL REQUIREMENTS

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

2. AMOUNT OF RAILROAD WORK

The estimated amount of work to be done within 15.24 Meters (50 feet) of the track of the **Morristown Erie Railway** is **95%** of the contract.

3. NUMBER OF TRAINS AND TRAIN SPEED

The Contractor is notified that a maximum speed of (**15** mph) will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is **one roundtrip or less**.

4. PRIORITY OF RAILROAD OPERATIONS

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

5. AUTHORITY OF RAILROAD TO STOP WORK

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

6. ENTRY UPON RAILROAD PROPERTY

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the "Railroad's Chief Engineer").

7. NOTICE REQUIRED BEFORE ENTRY

The Contractor shall give written notice to the Railroad's Chief Engineer at least seven calendar day(s) in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

8. HAZARDS

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than eight feet to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than four feet to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than four feet to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve, swinging booms or chutes that could in any way come nearer than eight feet to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

9. MINIMUM CLEARANCES

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of **eighteen** feet above the top of high rail and a minimum side clearance of **eight** feet from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

10. WORK PLAN SUBMITTAL AND APPROVAL

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least **thirty** calendar day(s) in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting his Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

11. EXCAVATIONS

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have **three** week(s) to perform such review and approval and issue a written permission to proceed with the excavation. No excavation shall proceed without such permission.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress, the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

12. EQUIPMENT

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

13. RAILROAD SERVICES - GENERALLY

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure of ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

14. INSPECTION / FLAGGING

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to _____ man days of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department, and will be recovered by the Department from the Contractor.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing **three** calendar day(s) before beginning, resuming or suspending work within _____ meters (**eight** feet) of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon **one** calendar day(s) notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

(c) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate **04-01-04.**

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): **300.00**
(Minimum day 8 hours)

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime):
500.00 (Minimum Day 8 hours)

Estimated rate for hours worked in excess of eight (8) hours in any one day: **102.20**
Weekend 160.32

Travel Expense: .38 per mile

Rates charged will be those in effect at the time of the performing of the inspection/ flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(d) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of **0700** a.m. to **300** p.m. unless otherwise noted and agreed to by all parties.

Town: Bath, High St.
Project/PIN: BR-1012(100)X, 10121.00
4/6/04

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged used in determining available man days.

15. OTHER CONTRACTOR RESPONSIBILITIES

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

16. EXTRA-CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as collectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

17. INDEMNIFICATION

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

18. INSURANCE

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than **two** per single occurrence and **six million** per aggregate total occurrences.

(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than **two million** per single occurrence and **six million** per aggregate total occurrences.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the "save harmless" clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, "Responsibility for Damage Claims".

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad's protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

19. ROADWAY WORKER SAFETY REGULATION

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

Town: **Bath, High St.**
Project/PIN: **BR-1012(100)X, 10121.00**
4/6/04

EXHIBIT A
ORIGINAL TO CONTRACTOR
MDOT/RAILROAD STOP WORK ORDER

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	N/R
Railroad Official (Flagger/Inspector) Name	Date
Signature	
SECTION B - ACTION TAKEN:	

cc: MDOT - R.E. or Inspector
MDOT - Utility Section
MDOT - Construction Division
Railroad - Chief Engineer

1. Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

(1) Category I - Catastrophic: The hazard may cause death or loss of a facility.

(2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.

(3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.

(4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

(1) Sub-category A - Likely to occur immediately or within a short period of time.

(2) Sub-category B - Probably will occur in time.

(3) Sub-category C - May occur in time.

(4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability					RAC
		A	B	C	D	1 - Critical
Hazard Severity	I	1	1	2	3	2 - Serious
	II	1	2	3	4	3 - Moderate
	III	2	3	4	5	4 - Minor
	IV	3	4	5	5	5 - Negligible

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

SPECIAL PROVISION
SECTION 107

SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

“107.4.2 Schedule of Work Required: Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the work, including the activities of the Subcontractors, Vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor’s TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) Start of Work, (B) Beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to complete the Work before the specified date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work window must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of the receipt of the Schedule. The Contractor will make the requested changes to the Schedule and issue the finalized version to the Department.”

The Contractor shall not work on site prior to 6:00 am in the morning and shall not continue to work after 8:00 pm at night. This includes operation of any and all equipment.

Bath
High Street Bridge
BR-1012(100) X
July 12th, 2004

SPECIAL PROVISION
SECTION 107

PROSECUTION AND PROGRESS
(Contract Time)

The specified contract completion date is **June 30th, 2005**.

Bath
High Street Bridge
BR-1012(100) X
April 20th, 2004

SPECIAL PROVISION
SECTION 107

PROSECUTION OF WORK
AND
SUPPLEMENTAL LIQUIDATED DAMAGES

The contractor shall plan and conduct his operations in such a manner that the bridge will be COMPLETE and OPEN to traffic on **June 30th, 2005**.

Supplemental liquidated damages will be assessed to the contract at the rate of one thousand U.S. dollars (\$1000.00) per day for each day that the bridge remains incomplete beyond the above mentioned time.

This assessment of liquidated damages will be in addition to the liquidated damages specified in section 107 of the Department of Transportation Standard specification.

The contractor shall maintain pedestrian traffic on High Street over the MDOT railroad at all times.

The Contractor shall have the bridge open to two-way vehicular traffic between **November 19th, 2004** and **March 18th, 2005**. If the Contractor misses the paving deadline for the fall of 2004, the Contractor shall apply a temporary wearing surface on the bridge to be determined by the MDOT Resident and Design Engineer. If the temporary wearing surface is used, it shall be incidental to Item No. 403.213 Hot Mix Asphalt 12.5 mm Base.

SPECIAL PROVISION
SECTION 107
TIME

(Supplemental Liquidated Damages for Fabrication Time)

107.8.1 Fabrication Time.

The Department has budgeted for the following amounts of continuous fabrication/shop inspection for certain Work components:

<u>Element</u>	<u>Time</u>	<u>Supplemental LD</u>
1) Prestressed Concrete Solid Slabs	21 calendar days	\$500 per calendar day

The Contractor is responsible for requiring their fabricators and suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that shop inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from amounts otherwise due the Contractor. The Contractor will be notified by the Department when these times begin and when the allotted time will expire.

SPECIAL PROVISIONS
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed Aggregate Subbase Course for a period of time greater than 48 hours, the Aggregate Subbase Course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the Aggregate Subbase Course subjected to public traffic. When the surcharge is removed, it may be placed in driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate subbase and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Subbase Course pay item.

If salvaged bituminous pavement is placed as the top layer of the aggregate subbase course, a surcharge is not required.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Bridge Deck</u>						
Wearing	9.5 mm	403.210	N/A	40 mm	1	2,4,9
Base	9.5 mm	403.210	N/A	40 mm	1	2,4,9
Shim	9.5mm	403.210	N/A	variable	2/more	2,4,9,10,20
<u>Travel Way and Shoulders</u>						
Wearing	9.5 mm	403.210	N/A	35 mm	1	4,9,11,17
Base	12.5 mm	403.213	N/A	40 mm	1	4,9,17
<u>Sidewalks, Misc.</u>						
Wearing	9.5 mm	403.209	N/A	50mm	2/more	2,3,9,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
9. Section 106.6 Acceptance, (2) Method C.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Section 401, Table 7 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
17. The density requirements are as per Specification 401, Method C.
20. The bridge deck requires a variable depth shim to establish design cross slope from centerline to the gutter. The shim course will be placed over the membrane layer prior to the base and surface. The shim layer will be variable depth, from 10mm at the gutter to 45mm maximum at centerline.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

Bath
High Street Bridge
BR-1012(100) X
March 30th, 2004

SPECIAL PROVISION
SECTION 502

STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CONCRETE CLASS	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21	Structural Concrete Abutment and Retaining Walls	\$600	A
P	535.60	Prestressed Structural Concrete Slab	\$600	A
LP	502.49	Structural Concrete Curbs and Sidewalks		B

P values listed above reflect the price per cubic meter for all pay adjustment purposes.

Bath
High Street Bridge
BR-1012(100) X
April 13th, 2004

SPECIAL PROVISION
SECTION 504
ROCK ANCHORS

504.01 Description. This work shall consist of furnishing, installing, testing and tensioning grouted rock anchors for reinforcement of Abutment 2 at the High Street Bridge in Bath, Maine, at the locations shown on the plans and herein specified.

The required capacity and approximate location of the anchors are indicated on the plans. The exact positioning of each anchor in the Abutment shall be determined in the field by the Resident during construction.

The Contractor shall select the drilling or coring method and equipment, and the grouting procedures to meet the specified design loads, without incurring damage or disturbance to the existing granite stone High Street Abutment or bedrock outcrop. The bonded length of anchors in the abutment foundation bedrock shall be proposed by the Contractor and verified by testing, but shall not be less than 3.0 m (10 ft). One anchor shall be installed and successfully performance-tested as specified herein to a load of 133% of the design load to confirm adequacy of the Contractor proposed bond length. The bond length of the successfully performance-tested anchor shall be used for all anchors in Abutment 2.

Each anchor shall be tensioned to ten (10) kips minimum anchor load by torqueing the anchor nut to a torque value determined from the specified lift-off test procedure. All anchor head assembly components shown on the drawings shall be epoxy coated in accordance with this Special Provision.

Completion of this work must precede all other work in the vicinity of the Abutment. Care shall be taken by the Contractor to protect all railroad facilities, structures, granite block Abutment 2 and bedrock outcrop from damage.

524.02 Job Conditions. Data on subsurface soil, rock and water conditions and bridge abutment geometry are provided in the Contract Documents and in the Maine Department of Transportation Soils Report 2004-01, January 2004.

Prior to submitting a bid, the Contractor shall review and understand the information contained in the Contract Documents and this report and shall have examined the bridge site. The report is made available to the Contractor for information of factual data only and shall not be interpreted as a warranty of site, subsurface conditions or abutment geometry whether interpreted from written text, subsurface exploration logs or other data.

504.03 Submittals. The following shall be submitted for review, and approval not less than 30 days prior to the start of the work. The Contractor will not be allowed to begin work until all related submittal requirements are satisfied and found acceptable to the Resident:

- (a) Shop drawings and material certifications of the complete rock anchor assembly. The drawings shall provide details and dimensions of the thread bar, corrosion protection system, anchor head, bond breaker, grout sleeve, couplings, length of unbonded zone, total

anchor length, design, test and lock-off loads, grout type, grout admixture, and grouting procedures. Shop drawings detailing the monitoring system for measuring movements during performance and proof load tests; detailed procedures for testing and load transfer to anchors including method for verifying lock-off loads; detail procedures for installation of anchors, including method of drilling, thread bar installation, and grouting of anchors; and certified copies of chemical analyses and tensile strength.

- (b) List and description of proposed equipment to be used for rock anchor installation, including drilling and coring rock anchor holes, cleaning holes, checking cleanliness of drill/core holes, centralizing anchors, installing anchors, grouting, tensioning, testing and load transfer. Details of methods for the above mentioned rock anchor installation activities.
- (d) Plan for controlling and mitigating overbreakage of bedrock, Abutment granite blocks, precluding damage to adjacent utilities.
- (d) Calibration for jacks and pressure gages or other equipment to be used in stressing and testing.
- (f) Within one week of completing installation of the rock anchors, provide as-built information of data for each unit, to include: identification, location, dates and depths of initial drilling, grouting, tensioning, testing, and final lock-off loads; observed loads and tendons elongation; grouting pressures; bonded and unbonded anchor lengths and any unusual events.
- (g) Drawing showing layout and location of remote reference beam for monitoring of anchor deformation during load tests.
- (h) Certificate of Compliance of Conformance for anchor thread bar and plastic sheathing.

504.04 Inspection

- (a) Field inspection shall be provided as follows:
 - (1) The Contractor shall provide personnel, qualified by training and experience, to perform the required rock anchor installation and tests and to monitor, record and plot the data. The Resident shall be allowed unrestricted access.
 - (2) The Contractor's qualified rock anchor installation personnel shall keep a daily construction record during rock anchor installation. The daily record shall be submitted to the Resident.
 - (2) The Contractor shall be responsible for making prompt evaluations of the test data and, whenever necessary, taking immediate steps to correct any deficiencies in the capacities of individual members or to provide other corrective measures at no additional cost to the Department.
- (b) During installation of rock anchors, conduct performance tests and proof tests as specified.

- (c) All pressure gages and jacks employed in the tensioning of anchors shall be calibrated by a certified and approved testing laboratory which shall submit a certificate of calibration which was performed within one month of the start of testing. Tensioning will not be permitted until the calibration certificates are submitted. All jacks and gauges shall be recalibrated monthly.

504.05 Quality Assurance. The contractor shall submit and provide evidence of at least three previous successful installations comparable to the work shown in the Contract Documents and specified herein, employing labor and supervisory personnel who are experienced in this type of work. The drilling operator and foremen shall have a minimum of 1 year experience with installing permanent rock anchors of highway quality within the last three years including the owners, names and phone numbers.

MATERIALS

504.06 Materials. Rock anchors shall consist of continuously threaded bar with single corrosion protection provided by epoxy coated thread bar. A smooth sheathing fitting snugly over the free stressing length shall guarantee unobstructed elongation during stressing.

- (a) Rock Anchors. The Rock Anchors shall be 36 mm diameter threaded bars, Grade 1030 MPa (150 ksi) conforming to ASTM A722M, Type II, cold stretched and stress relieved after the threading process, as manufactured by Dywidag Systems International, or approved equal.
- (b) Corrosion Protection. Thread bar anchors and all exposed steel components including anchor head assembly (nuts, bar, bearing plates, wedge plates, sealing cap, exposed bar etc.) shall have factory-applied epoxy coated in accordance with AASHTO M284 (ASTM A-775), to a minimum thickness of 12 mils.
- (c) Nuts. Anchor nuts shall be hexagonal head, heavy duty type, conforming to ASTM A325 or to bar manufacturer's special specifications.
- (d) A plastic sealing cap and sealing nut, conform to thread bar manufacturer's recommendation, filled with mastic corrosion inhibitor (grease) will encapsulate the hexagonal nut for corrosion protection.
- (e) Bond Breaker. Smooth plastic sheathing shall be polyvinylchloride with a minimum compressive strength of 7,000 psi and a minimum tensile strength of 7,000 psi. Material shall be free of water soluble chlorides and other ingredients which might enhance corrosion, hydrogen embrittlement or stress corrosion on the thread bar. The plastic shall be non-reactive with the grout and its ingredients. The plastic sheathing shall be gas and watertight, and resistant against chemical attacks and aging.
- (f) Couplings shall be capable of developing 100% of the thread bar capacity and shall be fully protected within the corrosion protection system.
- (h) Cement grout for grouting the rock anchors shall be neat cement with a non-shrink additive, with a water-cement ratio not more than 0.45 by weight. Expansion agent shall not be used. Minimum unconfined compressive strength of grout shall be 4,000 psi at time of anchor stressing, or 28 days. Admixtures shall be submitted to the Resident for approval. Materials for cement grout shall be in accordance with Section 502.

- (j) Bearing Plates. Steel bearing plates shall conform to ASTM A36. Plates shall be epoxy coated per AASHTO M284 to a 15 mil thickness. Bearing plates shall be drilled with a center hole as indicated on the plans.
- (k) Other materials shall be those recommended by the thread bar manufacturer for the intended use.

CONSTRUCTION REQUIREMENTS

504.07 Rock Anchors.

- (a) Method of Drilling and Coring. The rock anchor drilling and coring equipment shall have adequate capacity. Core drilling, rotary drilling or percussion drilling may be employed as the conditions warrant, so as not to disturb the existing stone abutment. Steel casing shall be used to the depth required to maintain an open hole. The Contractor shall provide drilling equipment including but not limited to rock core barrels, rock tools, air tools, grout pumps and other equipment necessary to install rock anchors to the size and depth.

The contractor shall determine and modify as necessary his drilling and coring methods necessary to achieve the drill holes and anchor design capacity. Any rock over breakage, ground subsidence or physical damage to the Abutment and bedrock foundation caused by drilling operations shall be cause for immediate cessation of operations and report of the existing site to the satisfaction of the Resident. The contractor will revised his operations to prevent recurrence of such damage.

- (b) The Contractor shall provide sufficient length of grouted anchor such that the anchor will develop the test load capacity indicated on the plans, but in no case shall the length of anchor be less than the minimum bonded length indicated on the plans. Each rock anchor shall be verified by performance or proof tests. Anchors shall consist of a pressure or tremie grouted anchor zone (bonded length) in drill hole in bedrock, and a bond-free zone (unbonded length where the thread bar is prevented from bonding to rock or pile) and an anchor head assembly.
- (c) Drilled/Cored Holes. Drill or cored holes for installation of rock anchors shall be not be less than the dimension shown on the drawings. Anchors shall be drilled and fully grouted in drill holes that extend not less than 300 mm (12 inches) below the bottom of the anchor thread bar.

Drill holes shall be drilled to an angle tolerance of 3% of vertical. Drill holes shall be true to permit installation of rock dowel without bending the anchor/dowels in any direction. .

- (d) Cleaning drill hole and testing. Drilled and cored holes shall be cleaned of all drill cuttings, sludge and debris before the rock anchor is inserted into the hole. The drill hole shall be tested for water tightness prior to rock anchor installation, by filling it with water and subjecting it to a pressure of 5 psi. If water loss over a period of 10 minutes is excessive, the drill hole shall be consolidation grouted, redrilled and retested.

- (e) Anchor placement and grouting. The anchor assembly shall be completely ready for immediate installation prior to beginning the grout operation. Rock anchors shall be centered in the drill holes with centralizers.

The grout for the anchor shall be pressurized or tremie placed by injection at the lowest point of the anchor. The contractor shall determine the grouting method necessary to achieve the anchor design capacity. For tremie methods, the discharge end shall be completely submerged in grout at all times. Grout volume shall be sufficient to return neat grout to the top of pile once the anchor is installed.

- (f) Grouting tubes shall be connected to and lowered with the rock anchor. All equipment used for placing shall be such that it will not damage the polyvinylchloride sheathing. Grout shall be placed to the calculated depth plus fifty percent extra prior to the installation of the anchor.
- (g) For tremie methods, rock anchor bond lengths shall be grouted by injecting grout approximately 150 mm above the lowest point of the anchor. Grouting shall continue within the drill casing until the grout level inside the casing is 300 mm above the top of bedrock and at least 120 percent of the calculated annular volume of the bore hole is installed. Retract the temporary drill casing to approximately 300 mm above the top of bedrock. Pump an additional volume of grout sufficient to create a 150 mm average thickness grout plug on top of the bedrock.
- (h) For pressurizing grouting methods, grouting shall be performed with sufficient pressure and volume flow to produce a grouted anchor zone of the rock anchor capable of developing the load capacity indicated on the plans. Approved materials and continuous mixing and pumping equipment shall be able to produce a homogeneous in-place cement grout of the desired consistency. All oil and other rust inhibitors shall be removed from the mixing drums and pumps. Once started, grouting shall be continuous until the rock anchor and PVC sleeves are completely grouted, unless approved by the Resident. Grout not placed within one hour of mixing shall be wasted in an approved manner.
- (i) Grout Testing. Two inch test cubes shall be made of each grout mix design used. Six cubes shall be made of each mix design for every 10 anchors installed or per day of grout placement which results in more cubes. Three cubes shall be tested at 7 days and three cubes shall be tested at 28 days. Testing shall be done in accordance with ASTM C 109.
- (j) The anchor head assembly shall be installed with mastic corrosion inhibitor in accordance with the manufacturer's recommendations. All exposed surfaces of the anchor and head assembly shall be protected with corrosion inhibitor at all times after installation.
- (k) Each anchor head assembly shall be fully encased by the concrete abutment cap in accordance with the plans.
- (l) If rock anchor thread bars must be cut, no torch cutting is permitted. Anchor bars shall be sawcut, if necessary, with an abrasive wheel saw, in accordance with manufacturer's recommendations. Torch cutting of anchors before or after installation shall be grounds for rejection of the anchor and replacement by-the Contractor at no additional cost to the Owner.

504.08 Rock Anchor Testing Procedures and Acceptance Criteria.

- (a) Each anchor installed shall be tested , as called for on the plans, to verify and establish its capacity. Performance testing shall be performed on one anchor selected by the Resident. All other anchors shall be proof tested. The Contractor shall be responsible for maintaining the structures during testing, and shall provide adequate shoring and bracing as required.
- (b) Performance and Proof Tests shall be conducted in accordance with the project plans and the Post Tensioning Manual of the Post Tensioning Institute except as modified herein:
 - (1) Deformation measurements shall be made to the nearest 0.001 inches using a dial indicator mounted independent of the stressing system and referenced to a remotely supported reference beam.
 - (2) An Ames dial shall be used to record the movement of the anchor. The dial shall be capable of reading movement to 0.001 inch accuracy.
 - (3) In order for proper execution of the test the hydraulic system should be equipped with needle valve control. The jack load shall be monitored with a pressure gauge or load cell.
 - (4) The Contractor shall submit a tabulation of loads, elongations and rebound reading, indicating times involved, to the Engineer.
 - (5) For each test anchor which is rejected, an additional anchor shall be tested to the test load.
- (c) The proof and performance tests shall be started only after concrete grout in the anchor assembly has attained a minimum compressive strength of 4,000 psi, as shown by cube samples taken during filling operations.
- (d) If at any time during testing a failure of any element (jack, rock anchor, bearing pile, etc.) occurs which results in a non-symmetrical loading condition, the load in the jacks shall be reduced to zero as soon as practicable. The cause of the failure shall be rectified by the Contractor prior to restarting the load test.
- (e) No performance or proof test shall be conducted unless the Resident is present. The Resident shall be given a minimum of one day's notice of anchor testing.
- (f) The performance test shall be made by incrementally loading and unloading the anchor in accordance with the following schedule, where P equals the design load: alignment load (AL), 0.25P, AL, 0.25P, 0.50P, AL, 0.25P, 0.50P, 0.75P, AL, 0.25P, 0.50P, 0.75P, 1.00P, AL, 0.25P, 0.50P, 1.00P, 1.2P, AL, 0.25P, 0.50P, 1.00P, 1.2P, 1.33P, (Hold for creep test, if warranted), adjust of Transfer Load. The test load shall be held for 10 minutes. Movement shall be recorded at 1, 2, 3, 4, 5, 6, and 10 minutes.
- (g) The proof tests shall be performed by incrementally loading and unloading the anchor in accordance with the following schedule: 0, 0.25P, 0.50P, 0.75P, 1.00P, 1.2P, adjust to Transfer Load. The test load shall be held for 10 minutes. Movement shall be recorded at 1, 2, 3, 4, 5, 6, and 10 minutes.

(h) Acceptance Criteria:

An anchor is acceptable if:

- i. The measured total movement from the performance test is greater than 80 percent of the theoretical elastic elongation of the actual free (stressing) length and is less than the theoretical elastic elongation of 100 percent of the actual free length plus 50 percent of the bond length.
- ii. Creep movement does not exceed 0.080 inches (.20 cm) during the final time increment of the performance test regardless of anchor bar length.

The proof test results should be compared to the performance test results. Any significant variation from the performance test results warrant making a performance test on the next anchor.

Any anchor which does not meet the acceptance criteria shall be replaced, a new location adjacent to the failed anchor will be located by the Engineer, and the Contractor shall select a new bond length and repeat the process. If regrowable anchors are used, they will be accepted at full capacity after regrowing and acceptable proof-testing.

Once the bond length is proven by the test described, its length shall be used for all remaining anchors in that abutment. Production anchors at a given abutment shall not be installed until the test anchor is successfully tested to 133% of the design load. Any substandard length anchors installed shall not be counted, either fully or partially, toward the required number. Only full length, test verified bond length anchors, as required on the Drawings or as modified by the Engineer, will be acceptable.

504.09 Method of Measurement. Rock anchors will be measured by each anchor satisfactorily placed and remaining in the completed structure. Additional length required for tensioning or for replacement of unacceptable anchorage shall be provided at the Contractor's expense.

504.010 Basis of Payment. Unit bid price shall include cost of furnishing all labor, materials and equipment necessary to complete the work, including but not limited to furnishing equipment for drilling and coring holes in abutment stone and bedrock, cleaning of drilled and cored holes, grouting anchors and anchor testing. Payment items 504.905 shall include full compensation for any temporary casings, augers, grouting operations, drilling equipment, rock coring equipment, or specialty tools needed to install anchor and maintain abutment integrity.

Payment will be made under:

Pay Item	Pay Unit
504.905 Rock Anchor	Lump Sum

Bath
High Street Bridge
BR- 1012(100)X
June 14th, 2004

SPECIAL PROVISION
SECTION 525

REMOVAL OF GRANITE MASONARY BLOCKS

The existing South Abutment of High Street Bridge is made of dry laid granite blocks. All granite blocks found at the South Abutment that needs to be removed for construction of the new Abutment and return wing shall become the property of the City of Bath. The contractor shall transport the granite blocks to the City Public Works Garage on Oak Grove Ave in Bath, Maine. The material shall be unloaded by the contractor in a location directed by a public works representative. The Contractor may contact Mr. Peter Owen of the City of Bath at 207-443-8357 for further information. The pay for work done to remove and transport granite blocks shall be included in Item **202.19: Removing Existing Bridge**.

Bath
High Street Bridge
BR- 1012(100) X
March 8th, 2004

SPECIAL PROVISIONS
SECTION 621

LANDSCAPE
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications for landscape materials and installation procedures (sec 621), December, 2002.

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

Shrubs shall be planted in mulched beds, Item 621.395 & 621.546 1800 mm o.c.; 621.531: 1000 mm o.c.

Pursuant to Section 105.4.9 the Maintenance Bond requirement will be waived for this project.

ITEM NO	Description	Unit	Quantity	Total
621.395	Dwarf Evergreen 450 mm – 600 mm con	Ea		25
	Juniperus c.Sargenti (Sargent's Juniper)		25	
621.531	Deciduous Shrubs 300mm – 450mm con	Ea		48
	Potentilla cv. 'Buttercup' (‘Buttercup’ Shrub Cinquefoil)		48	
621.546	Deciduous Shrubs 600 mm – 900 mm con	Ea		25
	Forthysia Meadowlark (Meadowlark Forsythia)		25	

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SPECIAL PROVISION
SECTION 525

REPOINTING/GROUTING GRANITE MASONRY

Description: This work shall consist of grouting and re-pointing existing granite masonry at the North Abutment.

Materials:

1. Grout shall contain one part Portland cement to one part sand with an approved non-shrink additive. A non-shrink grout from the Department's approved list may also be used at the contractor's option. Any admixtures proposed by the contractor must be demonstrated by the contractor and be approved by the Engineer prior to use. Product data will be supplied to the Engineer for any proposed admixtures.
2. Epoxy mortar shall be a low modulus two part epoxy resin system designed for the intended use and capable of bonding in wet and dry conditions. A quartzite aggregate shall be added at a 1:1 ratio in accordance with the manufacturer's recommendations. The material shall be moisture insensitive, of low modulus of elasticity, a gel-like non-sag viscosity and gray in color. The materials will be subject to the approval of the Engineer.

Construction Requirements:

Work shall be performed when the ambient temperature is above 45 degrees F. Mortar shall be machine mixed, have a pot life of 1½ hour and shall not be re-tempered. Location and extent of repointing shall be determined in the field by the Engineer. All re-grouting/re-pointing shall be done in the dry and be protected from washout/dilution when submerged, in an approved manner. Loose and deteriorated material shall be removed with a small chipping hammer, which will not damage existing granite. All surfaces shall be cleaned with a pressure washer using fresh water in order to clean granite of all bond inhibitors prior to re-grouting/re-pointing. Joints shall be damp but without standing water prior to re-grouting.

Grout shall be as dry as practical and shall fill all voids in an approved manner to within 1½ inch of the stone face. Chinking stones will be allowed in the larger joints as approved by the engineer. Grout shall cure 72 hours before application of epoxy mortar.

Joints shall receive pressure washing prior to re-pointing. Epoxy mortar shall be applied in one application 1 ½ inch deep and be flush with the granite face and according to the manufacturer's recommendations. The epoxy mortar shall be of the proper consistency for pointing and an approved re-pointing tool shall be used.

Exposed Granite shall be cleaned of mortar and grout or other discoloration from the process after re-pointing is complete.

Method of Measurement:

The accepted quantity of grouting/re-pointing will be measured for payment by the Lump Sum.

Basis of Payment:

Grouting/re-pointing the North granite abutment including all labor, equipment, materials and incidentals will be paid for at the contract Lump Sum price.

Pay Item

525.25 Grouting/Repointing Granite Masonry

Pay Unit

Lump Sum

SPECIAL PROVISION
SECTION 652

MAINTENANCE OF TRAFFIC
(Traffic Control)

652.01 Description: The following paragraph is added:

The Contractor will be required to provide a traffic control plan to the Highway Construction Engineer within five days after award for review and approval. The traffic control plan shall be designed and stamped by a registered Professional Engineer - State of Maine Registration. The Contractor shall provide a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the contract and the Manual of Uniform Traffic Control Devices (MUTCD), including supervision of personnel for the installation, inspection, maintenance and removal of all traffic control devices on the project. **No disruption to traffic will be allowed, except road signing, before the TCP is reviewed and approved by the Construction Manager and Division Traffic Engineer. The Resident Engineer shall authorize the presence of any uniformed traffic control officer (Maine State Police, Town/City Police, or Sheriff) when needed during traffic disruption. Uniformed traffic control officers will be paid for by the Department and shall not be included in the Contractor's contract price for item 652.39 Work Zone Traffic Control.**

652.09 Flaggers: The first paragraph is revised as follows:

The Contractor shall furnish flaggers who have been trained and certified. Training will consist of class and video instruction. Courses will be reviewed by the Department and the Contractor will furnish the Resident Engineer a list of certified flaggers prior to the start of work.

Driveway Access. Access to the driveways on both sides of the bridge shall be maintained during construction. If work requires temporary driveway closure, the closure shall be coordinated with all the owners and approved by the Resident.

652.15 Method of Measurement: This entire Subsection is revised to read:

Traffic Control Supervisor, installation, and maintenance of traffic control devices, will be measured as one lump sum for all work authorized and performed. The traffic control plan shall be developed in accordance with Part VI of the M.U.T.C.D. The flaggers shall be paid for under a separate item.

652.16 Basis of Payment: Traffic Control will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Supervisor, for signs, channeling devices, and maintenance of all items used in the traffic control plan for the project.

Maintenance includes: replacing devices and signs damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract.

Flaggers shall be paid under item 652.38 on an hourly basis with no additional payment for overtime. The price shall be full compensation for hiring, transporting, equipping, supervising and paying flaggers and for all overhead and incidentals necessary to complete the work.

The Lump Sum will be paid as follows: 33% once the final Traffic Control is approved and the initial controls are in place and certified by the Contractor's Traffic Control Supervisor. The remaining 67% will be paid as work progresses. The plan shall carry a 10% contingency within its Lump Sum price to cover any additional traffic control measures that may be required by the Engineer during construction. Any measures above 10% will be paid as Extra Work on the project.

There will be no payment for work done under these two items after the expiration of contract time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum
652.38 Flaggers	Hourly

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. This project is located within the Lower Kennebec River watershed. This section of the river has been designated as Class B. Due to the topography and drainage characteristics of the project area, the resource should not be affected by the work. The MDOT Environmental Office considers Standard BMP practices to be sufficient on this project.
2. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. The date and time shall be set by the Contractor in consultation with the Construction Manager and ENV Water Resources Unit representative.
3. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
4. All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
6. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
7. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
8. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
9. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

10. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

NOTES:

1. Any and all references to “bark mulch” or “composted bark mix” shall be a reference to “Erosion Control Mix” in accordance with *Standard Specification, Section 619 - Mulch*.